

EXHIBIT 3

WTT PURCHASE AGREEMENT

This WTT Purchase Agreement (this "Agreement") is made by and between GigaWatt Pte. Ltd., a Singapore company (the "Company"), and you ("Purchaser") on [Date].

[DEV NOTE: The website will need to capture the date, number of tokens purchased and price paid and store the information in a database in a way that can match that data to this agreement with the rest of the terms of sale.]

1. **Sale of WTT.** Subject to the terms and conditions of this Agreement, simultaneously with the acceptance of this Agreement by Purchaser (the "Purchase Date"), the Company is hereby selling to Purchaser, and Purchaser is purchasing from the Company, [Number of Tokens] of Giga Watt Project tokens (the Giga Watt Project tokens purchased hereunder are referred to as the "WTT Tokens") at a purchase price of \$[Price Paid] per WTT Tokens (the aggregate purchase price paid for the WTT Tokens is referred to as the "Aggregate Purchase Price"). The Aggregate Purchase Price shall be paid in full by the Purchaser on the Purchase Date.

2. **Cryptonomos.** Sale of the WTT Tokens is conducted only through the platform Cryptonomos "Cryptonomos"), where the Purchaser shall register his/her/it account, in order to purchase WTT Tokens.

3. **Escrow.** Funds collected from the Purchaser will be deposited to the escrow account held in Trust by Perkins Coie until the WTT Tokens are issued to the Purchaser. All funds paid in BTC or ETH will be converted to the U.S. dollars based on the exchange rate at any time of conversion within 24 hours from the time of purchase.

4. **Date of Issue.** Company will issue and transfer the WTT Tokens to Purchaser's account on the Giga Watt website <http://giga-watt.com> when the facilities become available in the order the Purchase Price was paid by the Purchaser.

5. **Terms and Conditions of WTT Token.** The WTT Token terms and conditions are as set forth in the White Paper located at http://_____.com.

6. **Purchase and Taxation Representations.** In connection with the purchase of the WTT Tokens, Purchaser represents to the Company the following:

(a) Purchaser is aware of the terms and conditions of the WTT Tokens and has acquired sufficient information about the WTT Tokens to reach an informed and knowledgeable decision to acquire the WTT Tokens.

(b) Purchaser understands that the WTT Tokens have not been registered under the Securities Act, the securities laws of any state of the United States or the securities laws of any other country, including the securities laws of any jurisdiction in which Purchaser is resident.

(c) Purchaser has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the WTT Tokens or any use of this

Agreement, including (i) the legal requirements within its jurisdiction for the purchase of the WTT Tokens, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the WTT Tokens.

(d) Purchaser's subscription and payment for and continued beneficial ownership of the WTT Tokens will not violate any applicable laws of Purchaser's jurisdiction.

(e) Purchaser understands that Purchaser may suffer adverse tax consequences as a result of Purchaser's purchase or disposition of the WTT Tokens. Purchaser represents that Purchaser has consulted any tax consultants Purchaser deems advisable in connection with the purchase or disposition of the WTT Tokens and that Purchaser is not relying on the Company for any tax advice.

7. Compliance.

(a) **OFAC Compliance.** Due to the fact that hosting of the WTT Token Holders' equipment is performed by the U.S. based company Giga Watt, Inc., each Purchaser who wishes to use his/her/its WTT Tokens to host equipment would require to pass the OFAC compliance prior to hosting his/her/its equipment with Giga Watt, Inc. Purchaser who is on the OFAC lists would be denied services as required by the U.S. law.

(b) **Compliance with other laws and regulations.** Company may be required to disclose the information about the Purchaser to the authorities under the laws of various countries, including the United States. Purchaser agrees to have his/her/its information provided to the legal authorities and law enforcement agencies, if Company is requested to do so.

8. Miscellaneous.

(a) **Governing Law.** The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of Singapore, without giving effect to principles of conflicts of law. For purposes of litigating any dispute that may arise directly or indirectly from this Agreement, the parties hereby submit and consent to the exclusive jurisdiction of the Singapore. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of 3 arbitrator(s). The language of the arbitration shall be English.

(b) **Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.

(c) **Amendments and Waivers.** No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the parties to this Agreement. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.

(d) **Successors and Assigns.** Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. The Company may assign any of its rights and obligations under this Agreement. No other party to this Agreement may assign, whether voluntarily or by operation of law, any of its rights and obligations under this Agreement, except with the prior written consent of the Company.

(e) **Execution of this Agreement.** By checking the acceptance box at the time of Purchase, you deem to execute this Agreement and fully accept and agree to its terms and conditions.